

RELEASE

That

Morgan Cata

for and in consideration of the sum of Five Hundred and no/100  
Dollars, (\$ 500.00), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever discharge

Nathan New Mexico College State of New Mexico and State of  
New Mexico Risk Management Division

his successors and assigns, and/or his, her, their heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly or severally liable to the Undersigned, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all **KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN** bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Undersigned or by any and all other persons, associations and corporations, whether herein named or referred to or not, and especially from all liability arising out of an occurrence that happened on or about the 24th day of April, 2013 at or near

Escondido, New Mexico

Further, in consideration of the above payment the **UNDERSIGNED ALSO EXPRESSLY DECLARES AND AGREES;**

- 1) That all claims, past, present or future, are disputed and this full and final settlement thereof shall never be treated as evidence of liability, nor as an admission of liability or responsibility at any time or in any manner whatsoever;
- 2) That this release covers and includes all claims several or otherwise, past, present or future, which can or may ever be asserted by any person or persons, as heirs, or otherwise, as the result of injuries or death and/or damages as aforesaid or the effects or consequences thereof;
- 3) That this full and final release shall cover and include all and any future injuries, death and/or damages not now known to any of the parties hereto but which may later develop or be discovered, including the effects or consequences thereof and including all causes of action therefore;
- 4) That the Undersigned will indemnify and hold harmless the said parties released hereby, against loss, including counsel fees, from any and every claim or demand of every kind and character, including claims for contribution, which may be asserted by the Undersigned by reason of said occurrence, injuries and/or damages or the effects of consequences thereof;
- 5) That those who are hereby released shall not be estopped or otherwise barred from asserting and expressly reserve the right to assert, any claim or cause of action they may have against the Undersigned or any others.

In witness whereof, the hand and seal of the Undersigned is set hereunto this Aug day of 27, 2013.

**READ CAREFULLY BEFORE SIGNING**

Witness: \_\_\_\_\_

Morgan P. Cata (SEAL)  
Signature

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
Signature (SEAL)

Address: \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

On this August day of 27, 2013 before me personally appeared Morgan Cata

to me personally known, and known to be the persons individually or jointly described in and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

My term expires 04-01-17, 20 \_\_\_\_\_

Debbie Campos  
NOTARY PUBLIC

